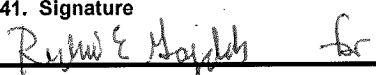
 <p align="center"> United States Environmental Protection Agency Washington, DC 20460 Interagency Agreement/ Amendment Part 1 - General Information </p>		1. EPA IA Identification Number DW-096-95926301 - 0		2. Funding Location by Region EPA R2					
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West					
		5. Type of Action New		6. IA Specialist: Patricia Crowley 206-553-1692 Crowley.Patricia@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX CEHNC-EM 1616 Capitol Avenue (CEHNC-EM) Omaha, NE 68102-9200						
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: DOD964126					
12. BETC: COLL									
13. Project Title and Description Cornell Dubilier Electronics Remedial Action OU4 (Groundwater Hydraulic Containment, Phase 3) Operable Unit 4, Remedial Action (Groundwater Hydraulic Containment, Phase 3) activities at the Cornell Dubilier Electronics Superfund site located in Middlesex County, South Plainfield, New Jersey (EPA ID#: NJD981557879).									
14. EPA Project Officer (Name, Address, Telephone Number) Kelley Moore 290 Broadway (18th Floor) New York, NY 10007-1866 212-637-3265 E-Mail: Moore.Kelley@epa.gov FAX: .			15. Other Agency Project Officer (Name, Address, Telephone) Maureen P. Smith 1616 Capitol Avenue (CEHNC-EM) Omaha, NE 68102-9200 402-697-2581 E-Mail: EPASuperfundIA.Processing@usace.army.mil FAX: 402-697-2613						
16. Project Period: 03/26/2018 to 03/22/2024			17. Budget Period: 03/26/2018 to 03/22/2024						
18. Scope of Work (See Attachment) The Scope of Work is attached. Diego Garcia is the EPA Remedial Project Manager and he can be reached at (212) 637-4947.									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580				23. Other Agency Type Federal Agency					
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding	This Action	Amended Total						
Revise Reimbursable (in-house)			0.00						
Direct Fund Cite (contractor)			0.00						
Total			0.00						
Funds	Previous Amount	Amount This Action	Total Amount						
25. EPA Amount		\$1,000,000.00	\$1,000,000.00						
26. EPA In-Kind Amount			\$0.00						
27. Other Agency Amount		\$0.00	\$0.00						
28. Other Agency In-Kind Amount			\$0.00						
29. Total Project Cost		\$1,000,000.00	\$1,000,000.00						
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
068-68X8145	1802HE0126	18	TR2B	02D	000DD2	2506	02GZRA04	C011	1,000,000.00
									1,000,000

Part II - Approved Budget				EPA IAG Identification Number DW-096-95926301 - 0
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$364,857.00		\$364,857.00
(b) Fringe Benefits		\$218,914.00		\$218,914.00
(c) Travel				\$0.00
(d) Equipment				\$0.00
(e) Supplies				\$0.00
(f) Procurement / Assistance				\$0.00
(g) Construction				\$0.00
(h) Other				\$0.00
(i) Total Direct Charges	\$0.00	\$583,771.00	\$0.00	\$583,771.00
(j) Indirect Costs:	\$0.00	\$416,229.00		\$416,229.00
Charged - Amount Rate: <u>71.3%</u> Base: <u>\$583,771.00</u> Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00
32. How was the IDC Base calculated? Personnel + Fringe Benefits				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on Procure/Assistance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Procure/Assistance Agreement				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project		Percent Funded by EPA (if known)	
	Total. \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35.	(Note: EPA Agency Location Code (ALC) - 68010727)			
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS	

Part IV - Acceptance Conditions		EPA Identification Number DW-096-95926301 - 0	
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.			
<p align="center">Part V - Offer and Acceptance</p> <p>Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>			
EPA IA Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)	
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-173 Seattle, WA 98101		39. Organization/Address US Environmental Protection Agency R2 - Region 2 290 Broadway New York, NY 10007-1866	
Award Official on Behalf of the Environment Protection Agency			
40. Digital signature applied by EPA Award Official FOR Melissa Wise - Manager - Interagency Agreements Unit Kathy Tsing-Choy - AO delegate			Date 03/23/2018
Authorizing Official on Behalf of the Other Agency			
41. Signature 		Typed Name and Title Joseph J. Seabate, Deputy District Engineer for Program & Policy	Date 3/26/2018

STATEMENT OF WORK FOR REMEDIAL ACTION

SITE: Cornell Dubilier Electronic Superfund Site, Operable Unit 4, Phase 3, Middlesex County, South Plainfield, New Jersey

SITE ID: NJD981557879

Purpose

The purpose of this Interagency Agreement (IA) is to obtain technical assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of the phase 3 (Hydraulic Control of Groundwater) portion of the remedial action for the Operable Unit 4 (OU4) remedy at the Cornell-Dubilier Electronics (CDE) Superfund site (Site), South Plainfield, Middlesex County, New Jersey.

Background

The Cornell-Dubilier Electronics, Inc., (CDE) site consists of contamination from former industrial activities at 333 Hamilton Boulevard, South Plainfield, Middlesex County, New Jersey. The former CDE facility, most recently known as the Hamilton Industrial Park, was occupied by Cornell-Dubilier Electronics, Inc., from 1936 to approximately 1962. The fenced 26-acre lot is now vacant, covered by an asphalt cap.

It is bounded on the northeast by the Bound Brook and Conrail tracks; on the southeast by the Bound Brook and a property used by the South Plainfield Department of Public Works; on the southwest, across Spicer Avenue, by single family residential properties; and to the northwest, across Hamilton Boulevard, by mixed residential and commercial properties

The original facility, a complex that eventually grew to 18 buildings, was built in the early 1900s by Spicer Manufacturing Corporation, later known as Dana Corporation (Dana), a manufacturer of automobile components. Dana moved its operations to the Midwest in the 1920s and first leased, then sold the facility to CDE. (Dana filed for bankruptcy in 2006.) During CDE's occupancy of the site, the company manufactured electronic components including, in particular, capacitors. Polychlorinated biphenyls (PCBs) and the degreasing solvent trichloroethylene (TCE) were used in the manufacturing process, and the company disposed of PCB- and TCE-contaminated material directly on the facility soils.

CDE's activities led to widespread chemical contamination at the facility, as well as migration of contaminants to areas adjacent to the facility. TCE and PCBs have been detected in the groundwater and soils, and the now-demolished on-site buildings were contaminated with PCBs. In addition, PCBs have been found on adjacent residential, commercial, and municipal properties, and in the surface water and sediments of the Bound Brook.

From the time of CDE's departure from the facility in 1962 until the closure and demolition of the buildings in 2007, the facility was operated as a rental property, the Hamilton Industrial Park, with over 100 commercial and industrial companies occupying the facility as tenants. Commercial and industrial operations since 1962 may have contributed to some site contamination, but the PCB and VOC contamination appears to be attributable to CDE's activities.

The CDE site is on the U.S. Environmental Protection Agency's (EPA's) National Priorities List (NPL). EPA is the lead agency, and the New Jersey Department of Environmental Protection (NJDEP) is the support agency.

Operable Unit 1 (OU1) Record of Decision (ROD): Contaminated Residential and Commercial Properties

In September 2003, EPA selected an OU1 remedy addressing PCB-contaminated soils and interior dust at properties in the vicinity of the former CDE facility. The remedy required the excavation, offsite transportation, and disposal of PCB-contaminated soils, along with property restoration. The OU1 remedy also called for interior dust cleaning at properties where PCBs were detected indoors. EPA began remediating the first group of OU1 properties in 2005; remediation work was completed in 2014.

As of February 2014, over 135 properties have been sampled as part of the OU1 remedy (including properties sampled during earlier phases of investigation), leading to remedial actions at 34 properties. The remedial action reports documenting completion of this work were signed in 2009 and 2014.

Operable Unit 2 (OU2) ROD: Contaminated Buildings and Soils

On September 30, 2004, EPA issued a ROD for OU2, the work began with the relocation of tenants, followed by the demolition of the former CDE facility structures, and the excavation of soils from a capacitor disposal area. In 2009, soil remediation commenced, which included excavating, treating and/or disposing of contaminated soil from the former CDE facility. Approximately 220,000 tons of contaminated soil were excavated, with 98,000 tons treated by the on-site low temperature thermal desorption and placed back on-site, with the remaining soils disposed of off-site. Site restoration and paving activities, such as installing a multi-layered asphalt cap and construction of a storm water conveyance system and detention basin followed and were completed in September 2015. The former CDE facility is available for reuse though no plans for its reuse are currently known.

The results for these remediation activities are reported in the August 2009, August 2010, and July 2014 Remedial Action Reports. In addition, a deed notice will be placed on the site once all the remedial work for the soils on the former CDE facility property is complete. It will include giving notice of the contaminants that remain, engineering controls (the cap and the vapor barrier), restrictions on use, alterations, improvements and disturbances, and monitoring and maintenance upon property redevelopment or transfer.

Operable Unit 3 (OU3) ROD: Contaminated Groundwater

In September 2012, EPA selected a third OU3 remedy to address the ground water contamination at the site. The remedy included the placement of an institutional control for groundwater, long-term monitoring of groundwater and vapor intrusion, and incorporated a waiver for the ground water treatment due to technical impracticability. As of March 2014, 52 properties have been sampled for vapor intrusion. To date, all of the sampling results were well below EPA's screening levels. The OU3 ROD also identified the potential for contaminated ground water discharge to surface water at levels that would pose an unacceptable risk. Specifically, the OU3 remedy

required further assessment of the potential for release of PCBs from the ground water to surface water, and deferred to the OU4 remedy for a decision on contaminated ground water that had the potential to discharge to the stream.

Operable Unit 4 (OU4) ROD: Contaminated sediments in the Bound Brook.

The final planned action (OU4) associated with the site addresses contamination within Bound Brook. The Bound Brook passes adjacent to the former CDE facility and has been impacted by the facility's waste disposal practices, erosion and transport of contaminated soil from the facility to the brook, and discharges of impacted groundwater to the brook. To determine the nature and extent of contamination within Bound Brook, a study was conducted on a 10-mile stretch starting as far east as the Talmadge Bridge on Bound Brook, extending west to the confluence of Bound Brook and Green Brook and ending approximately 1 mile down Green Brook. The investigation included sampling sediment, flood plain soils, and groundwater within the Bound Brook corridor, and also incorporated surface water and biota (fish and clams) sample results.

In May of 2015, a remedy was selected for OU4. The selected remedy consists of four components or parts. The first part involves the full remediation through excavation and off-site disposal of a capacitor debris area along the eastern banks of Bound Brook, adjacent to the former CDE facility. EPA's investigation determined that this area has been contributing to the contamination found within the Bound Brook sediments. The second component addresses the relocation of a 36-inch waterline that traverses the former CDE facility.

The third component of the remedy which is the basis for this IA, addresses the contaminated groundwater that is currently releasing into Bound Brook from the former CDE facility. The remedy involves groundwater capture and treatment, specifically along the boundary with the former CDE facility and Bound Brook, to prevent the release of groundwater contaminants to surface water. The fourth component consists of excavation and removal activities targeting contaminated sediment and floodplain soils along a three-mile stretch of Bound Brook including the dredging of New Market Pond.

SCOPE OF WORK

The USACE shall review relevant background documents to achieve a familiarity with the Site and the scope of the remedial design. These documents include, but may not be limited to, the July 2015 ROD for OU4 and the Phase 3 100% Remedial Design package submitted in January 2018 by Louis Berger Inc. Background documents are available electronically and will be forwarded to the USACE upon award of the IA.

The USACE shall be responsible for procuring a construction contractor or contractors to conduct the RA in accordance with the objectives of the Remedial Design. The RA shall be consistent with the RD/RA Handbook OSWER 9355.0-04B, EPA 540/R-95/059, June 1995, and all other guidance used by EPA in conducting the RA. The selected contractor(s) shall meet the qualifications and experience requirements for conducting the remedial action at the Site.

The USACE shall be responsible for developing a request for proposal (RFP), evaluating proposals, negotiating purchase orders, and managing the services of the contractor(s) to conduct the RA. The procurement process shall be completed in compliance with federal regulations and procedures.

The USACE shall be responsible for furnishing or ensuring its contractor furnishes all necessary and appropriate personnel, materials, and services needed for, or incidental to, performing and completing the RA. The USACE shall be responsible for ensuring that contractor key personnel meet the qualifications of the work elements.

The USACE shall appoint a Site Manager who will serve as a point of contact for the EPA RPM. The Site Manager shall contact the EPA RPM at least weekly to provide project updates, in addition to the monthly electronic reporting requirement specified in the terms and conditions of this IA. All remedial action activities shall be coordinated with the EPA RPM.

The USACE shall provide oversight and monitoring of construction/remedial activities in coordination with the EPA RPM to ensure compliance with all contract requirements and specifications. In addition, USACE will provide weekly updates to the RPM, unless another schedule agreeable to EPA is established, to discuss/document construction/remedial progress, problems or any other pertinent issues.

The USACE shall be responsible for reviewing and commenting on any contractor deliverables. The USACE shall not approve and/or accept any work plans without EPA concurrence.

The USACE shall be responsible for developing, updating and implementing site specific plans such as the Site Management Plan (in accordance with New Jersey State requirements), the Health and Safety Plan, the Sampling and Analysis Plan, and the Construction Management Plan, as necessary and in accordance with EPA's latest guidance documents and applicable Federal, state and local regulations. The USACE shall be responsible for ensuring contractor plans in the above areas meet project needs and are completed and conducted in accordance with EPA's latest guidance documents and applicable Federal, state and local regulations.

The USACE shall provide for disposal of all wastes in accordance with local, State, and Federal regulations.

If the USACE determines that additional data is necessary to complete the RA, the USACE shall, with the concurrence of the EPA RPM, arrange for the collection of this data.

The USACE shall follow the EPA Region 2 Field and Analytical Services Technical Advisory Committee (FASTAC) procedures. For all non-time critical data collection projects, EPA Region 2 requires that a sequential decision tree for procuring Superfund analytical services be followed, which includes:

- Tier 1: EPA Region 2 DESA laboratory (with ESAT support)
- Tier 2: National Analytical Services Contract Laboratories (CLP and Non-RAS)
- Tier 3: Region Specific Analytical Services (SAS) Contract laboratories
- Tier 4: Contractor, IA and Field Contractor Subcontract laboratories

The USACE shall follow the FASTAC strategy unless written direction is provided by the Chief of the New Jersey Remediation Branch to deviate from the FASTAC strategy. This letter shall be submitted to the RSCC along with the sample booking request form.

The USACE shall provide electronic submittal of sampling data in accordance with EPA Region 2 policies, guidelines, and formats.

The USACE shall be responsible for reviewing RA deliverables to ensure that the remedial activities/performance goals and standards are being met. Copies of these deliverables must be provided to the EPA RPM.

The USACE shall provide other support, as directed by EPA, such as technical assistance to include permit compliance, sampling and monitoring, community relations, etc.

The USACE shall be responsible for conducting a pre-final inspection and preparing a Corrective Action Plan as necessary.

The USACE shall be responsible for conducting final inspection and certification of the completed remedial action in coordination with the EPA RPM.

The USACE shall provide for operations and maintenance of the remedy for a period of up to but no more than 18 months in accordance with 40 CFR Section 300.435, the RD/RA Handbook OSWER 9355.0-04B, EPA 540/R-95/059, June 1995, and all other guidance used by EPA in conducting the RA.

The USACE shall provide for dismantling, packing-up, and moving off-site any temporary facilities or equipment used during the course of the RA.

The USACE shall be responsible for submitting a Remedial Action Report (RAR) complete with all backup documentation in accordance with EPA's latest guidance documents.

OTHER REQUIREMENTS

The EPA RPM shall be notified at least sixty days in advance of reaching 75 and 100 percent expenditure of the total approved IA budget.

The USACE shall submit monthly progress reports in an electronic format to the EPA RPM and Project Officer, which summarize the following: sampling data results, activities underway during the monthly period, activities scheduled, progress of work, and any outstanding problems or concerns. A monthly cost report shall also be provided to EPA.

The USACE shall use technologies and practices that are sustainable in accordance with EPA Region 2 Clean and Green policy (March 2012) or most current version found at <https://www.epa.gov/greenercleanups/regional-and-state-implementation-greener-cleanups>. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Region 2 Clean and Green policy. The USACE shall report monthly on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this IA within its monthly status report submission.

The USACE shall comply with EPA Directive OSWER 9335.5-24 which states that when it is estimated that the RA cost plus the cost of LTRA for a project will be less than \$25,000,000, a VE screen should be conducted; if that VE screen finds that a VE study is warranted, the study should then be conducted. A full VE study should always be conducted for projects (or phases of projects) where the combined life cycle cost is estimated to be \$25,000,000 or more.

The USACE shall be responsible for maintaining all technical and financial records associated with this IA.

At the completion of this IA, the USACE shall perform all necessary closeout activities as specified in the IA. The closeout activities may include closing out any contracts, indexing and consolidating project records and files as required above, and providing a technical and financial closeout report to EPA.

Project Organization

The EPA RPM for this project is:

Diego Garcia
U.S. Environmental Protection Agency - Region II
290 Broadway - 19th Floor
New York, NY 10007-1866
(212) 637-4947

Administrative Conditions

USACE Superfund Interagency Agreement Standard Terms and Conditions (*HQUSACE and HQEPA*
OGC approved on 04/19/2017)

1. The U.S. Army Corps of Engineers (USACE) and the U.S. Environmental Protection Agency (EPA) agree that the following standard terms and conditions will be incorporated into and become a part of the Superfund Interagency Agreement (Superfund IA). This Superfund IA is also subject to and incorporates the terms of the Memorandum of Agreement between EPA and USACE for the USACE Execution of Superfund Work under P.L. 96-510, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as Amended (Superfund MOA) dated December 1, 2016. In case of conflict between the terms of the Superfund MOA and this Superfund IA, the terms of the Superfund MOA shall govern.

2. Interagency Agreement Modification or Renewal.
 - a. USACE will review this Superfund IA on regular intervals required by Department of Defense (DoD) Directives or Instructions, or any other governing laws or regulations, to ensure the scope and finances are adequate, and to comply with any new requirements for interagency support agreements. These reviews will be documented in the USACE project file.

 - b. This Superfund IA must be renewed or terminated within a period of no longer than seven (7) years (EPA duration policy), unless an EPA duration waiver is granted. In the event a Superfund IA duration waiver is granted, the Superfund IA must be renewed or terminated either nine (9) years (Department of Defense duration policy) from the date of Superfund MOA (December 1, 2016) or effective date of this Superfund IA, whichever is later. A renewal may take the form of a modification to the Superfund IA if renewal provisions are included and both agencies agree to and execute the modification.

3. Termination Provision. EPA or USACE may terminate work under the Superfund IA with written notice to the other agency. EPA and USACE will have up to ninety (90) days after this notice to mutually agree to a date for the termination of the Superfund IA, which date may be no less than 180 days if the Statement of Work of this Superfund IA includes work that is performed under a contract issued by USACE and/or involves field work and the application of resources that must be significantly modified by USACE. In the event that either Agency chooses to terminate this Superfund IA, the terms of the Superfund MOA and this Superfund IA will govern which EPA and USACE obligations will survive the date of termination (e.g. funding liabilities, assistance with claims, records retention and accounting reporting). Additionally, the termination notice will outline mutually agreed upon obligations that will end (e.g., additional work at a specific point, and no new work).
 - a. If EPA terminates the Superfund IA, the USACE is authorized to collect costs incurred prior to the termination date of the Superfund IA plus termination costs, up to the total payment amount provided for under the agreement and subject to the terms of the Superfund MOA regarding funding obligations that survive the termination.

 - b. Sufficient Progress. EPA expressly reserves the right to terminate this Superfund IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the Superfund IA provided in these Special Terms and Conditions.

4. **Financial Management and Recordkeeping.** USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies", (January 1989), except to the extent it is inconsistent with the Corps of Engineers Financial Management System and USACE governing regulations or the Department of Defense Financial Management Regulation, DoD 7000.14-R.
5. **Cost Documentation Requirements.** EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

- a. **Direct Costs**

Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

- b. **Indirect Costs**

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this Superfund IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

6. **Reporting Requirements**

- a. EPA regions and staff who are developing the Superfund IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager (RPM). The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- i. A cover letter which includes the Site name and IA Number.
- ii. Summary of work performed for current period.
- iii. Estimate of the percentage of the project completed.
- iv. Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- v. Summaries of all change orders and claims made on contracts during the reporting period.
- vi. Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- vii. Summaries of all problems or potential problems encountered during the reporting period.
- viii. Projected work for the next reporting period.
- ix. Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <https://semspub.epa.gov/work/HQ/174048.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE Project Manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA RPM. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE Project Manager.

7. **Cost Recovery.** In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.
8. **Record Retention Requirements.** The USACE will retain the documents described in these "Standard Terms and Conditions" for a minimum of thirty (30) years after submission of a final SF 1080 for a site or sites, after which USACE must notify the authorized EPA official before disposing of any of the records. After receipt of this notice, EPA may request that the records be transferred to the EPA or submitted to a designated Federal Records Center for retention as an EPA record. USACE will provide the records to EPA or the Federal Records Center if requested by EPA, or may manage the records in accordance with USACE and/or Army records management requirements, including disposal as appropriate, if EPA does not request the transfer of the records as provided herein. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

9. Audits.

a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are not within the scope of the Superfund IA, the USACE will notify EPA immediately following the release of the audit.

10. Final Inspection and Certification. The EPA RPM and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA RPM and Project Officer will review the final monthly and financial reports provided by USACE. If appropriate, EPA will initiate the closeout process.

11. Financial Closeout. Within six (6) months after completion of the projects/activities within the scope of the Superfund IA, the USACE will send a letter to the EPA RPM and Project Officer stating that the project has been completed and provide a financial summary including:

- the total amount of the funds utilized
- the amount of excess funds, if any; and
- a summary of any pending fiscal needs for follow on actions related to the Superfund IA such as records holdings or audits, and claims or liabilities that are known at the time.

EPA and USACE will agree upon the amount to be deobligated and returned to EPA and, if needed, any funds that will remain on the IA for follow on actions known at the time of the closeout. The terms of the MOA will govern financial responsibilities of the EPA for costs incurred by USACE related to the Superfund IA after closeout.

12. Other EPA Involvement.

a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

c. Final project payments for specific contracts and in-house costs should be reviewed by the EPA RPM and Project Officer. If EPA questions any cost incurred by USACE, the terms of the MOA shall govern EPA's obligation to pay, as long as the payment is for costs that are within the scope of the Superfund IA.

13. Procurement. If this Superfund IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this Superfund IA.

14. Equipment Inventory and Disposition. All property acquired under the Superfund IA shall be owned by the United States and under the accountability of the EPA.

a. The USACE will provide a final inventory of property acquired by or furnished to USACE contractors with EPA funds, one month prior to the end of the USACE contract, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE contractors with EPA funds.

b. If the property is no longer needed for the project or upon termination of the Superfund IA, EPA will provide the USACE with property disposition instructions and receive fair-market value for any property disposed of or used for non-Superfund activities. The costs incurred by USACE related to disposition of this property will be reimbursed by EPA.

15. **Minority Business Utilization.** In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically black colleges and women. In accordance with CERCLA, Public Law 99-499, Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this Superfund IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth herein, to the extent consistent with requirements that apply to USACE Contracting Officers. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq., and the annual small business goals it negotiated with the Small Business Administration (SBA). All reporting on MBE/WBE and small business accomplishments will be made through the existing Federal contracting reporting mechanism, currently the "Federal Procurement Data System - Next Generation" (FPDS-NG), which is available at <https://www.fpds.gov/fpdsng/cms/>.

16. **Project Specific Conditions.**

a. The USACE will invite, with reasonable notice, the EPA RPM to participate in contractor meetings in which the scope of the project and/or progress is discussed.

b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate, and in compliance with applicable laws and regulations. The EPA RPM will comply with all applicable requirements concerning a contractor selection process.

c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).

d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly, unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.

e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910 and 51 CFR 45663-45675.

f. All project deliverables will be reviewed by appropriate USACE and EPA RPM and Project Officer within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA. Shortened time frames may be appropriate in cases of expedited schedules.

g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM and Project Officer all final negotiated contracts and contract modifications with budget information.

h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this Superfund IA have claimed some information as Confidential Business Information (CBI) or subject to the Trade Secrets Act or otherwise privileged or confidential, USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received. The USACE Contracting Officer will determine if the contractor's claim of confidentiality is recognizable for Federal purposes. EPA may submit their views on this matter to the Contracting Officer for consideration. If USACE or EPA receives a request for the release of information claimed to be confidential, including a request under the Freedom of Information Act, USACE will apply its regulations and procedures for determining if the information can be released, including notifying the contractor or subcontractor as appropriate. EPA will transfer any requests for release of such information to USACE for determination, unless the information was required to be officially submitted directly to EPA, in which case the authority to render a decision on the release of the information will reside with EPA officials.

i. If the EPA RPM or Project Officer changes during the period of performance of the Superfund IA, EPA will notify USACE and submit a Superfund IA amendment with the new information as soon as possible after the change occurs.

On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with USACE, to assess work assigned to USACE through the Superfund IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the Superfund IA.

17. **Resolution of Disagreements.** Any disputes between EPA and USACE regarding any activities conducted under this Superfund IA shall be governed by the terms of the Superfund MOA.
18. **Quality Assurance.** If this Superfund IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a plan that complies with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each Superfund IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: <https://www.epa.gov/quality>.
19. **Lab Certification Requirements.** It is required that any environmental laboratory utilized by the USACE shall be currently certified or accredited for the matrix and analysis which are to be

conducted for any work performed pursuant to this Superfund IA, by one of the following accreditation/certification programs: National Environmental Laboratory Accreditation Program (NELAP), American Association for Laboratory Accreditation (AALA), a current certification issued by a program conducted, or approved, by a State and acceptable to EPA, or the contracted laboratory is currently participating in the EPA Contract Laboratory Program.

20. **Electronic Data Deliverables.** USACE will provide electronic submittal of sampling and geologic data in accordance with the EPA Region policies, guidelines, and formats. The USACE is responsible for reviewing and approving any USACE contractor work for consistency with Regional Electronic Data Deliverable (EDD) requirements. The Region's EDD Guidance and Requirements includes instruction manuals and data submission and validation files. The most recent EDD Guidance and Requirements can be found at:
<https://wcms.epa.gov/superfund/region-2-superfund-electronic-data-submission>.
21. **Green Remediation Requirements.** The USACE shall use technologies and practices that are sustainable in accordance with EPA Region Clean and Green policies found at <https://www.epa.gov/greenercleanups/regional-and-state-implementation-greener-cleanups>. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Regional Clean and Green policy. The USACE shall report on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this Superfund IA within an agreed upon format and frequency (for example, in the monthly status report submission).
22. **Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement/assistance).** This Superfund IA obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriation Acts (including FY 12, FY 13, and FY 14). These Acts provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:
- a. Was convicted of a Felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or,
 - b. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this Superfund IA, the USACE agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this Superfund IA. Non-compliance with these provisions may implicate the Antideficiency Act. The USACE will forward to the EPA, within 45 days, any determination and documentation supporting a contract award where suspension and debarment are considered by the USACE.

23. **Inherently Governmental.** In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt

from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance.

Programmatic Conditions

See above.

END OF DOCUMENT